

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA2010 APR -6 AM 11:19  
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CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES

FILED

ARUTYUN MARIKYAN and PAYAM SAADAT, individually and on behalf of a class of similarly situated individuals	)	Case No.: CV08-04876 AHM (JTF)
Plaintiffs,	)	<b>OBJECTIONS TO CLASS ACTION SETTLEMENT</b>
vs.	)	
MERCEDES-BENZ USA, LLC	)	
Defendant	)	

NOW COMES Sam P. Cannata of 14944 Hillbrook Drive, Hunting Valley, Ohio 44022, telephone number (216) 214-0796 (hereinafter referred to as "Objector") hereby file these Objections to the Proposed Settlement of this Class Action and, in support thereof, state as follows:

**PROOF OF MEMBERSHIP IN CLASS**

Objector owns a 2002 Mercedes-Benz S-Class, Vehicle Identification Number (VIN) WDBNG75J62A292874. Attached is the itemized bill of the cost to repair the damage and expenses caused by what Objector believes to be caused by the defective reed valve in the air/water duct. The damage was caused by water infiltrating the passenger compartment which caused the electrical and shifter components to fail.

**NOTICE OF INTENT TO APPEAR**

Objector hereby gives notice that he intends to appear at the Fairness Hearing presently scheduled for 10:00 A.M. on May 17, 2010, in the United States District Courthouse for the Central District of California, 312 N. Spring St., Los Angeles, California 90012 before the Honorable A. Howard Matz, United States District Judge.

**SUMMARY OF SETTLEMENT**

The Settlement Agreement provides that all persons throughout the United States (including Puerto Rico) who currently own or lease a model year 2001 through 2006 Mercedes-Benz S-Class (W220) or CL-Class (W215) vehicle; as well as all persons throughout the United States (including Puerto Rico) who previously owned or leased a model year 2001 through 2006 Mercedes-Benz S-Class (W220) or CL-Class (W215), who incurred out-of-pocket, unreimbursed expenses for repair of water damage due to a clogged reed valve in the air/water duct during the period in which they leased or owned that vehicle are part of the Settlement Class. Mercedes-Benz USA, LLC ("MBUSA") has agreed to provide several settlement benefits such as Maintenance, a Reimbursement Program, Payment for Future Water Damage and Dealer Technical Bulletin Work. Class Counsel is requesting a fee of \$1,500,000.00 plus reimbursement of expenses up to \$35,000.00.

However, an analysis of the Class Action Settlement Agreement ("Settlement Agreement") reveals that much of Settlement Agreement fails to meet the legal prerequisites of fairness, adequacy and reasonableness to the members of the class, as more specifically set out in the subsequent objections. This Court is urged to reduce

the requested fees and to withhold a significant portion of the fees until such time as it receives a final report detailing exactly how much cash and non-cash benefit was actually distributed to the Class.

## **OBJECTIONS**

The Settlement Agreement is unfair, unreasonable and inadequate for the following reasons:

1. **ATTORNEYS FEES ARE EXCESSIVE**

Class Counsel indicates in the Notice and in the Settlement Agreement that it will request up to \$1.5 million in fees. That is entirely too much compensation considering that very little money may ever be paid to the Class Members.

A decision as to Class Counsel's fees should be deferred until such time as the Court has received reports indicating the amount of monetary relief that has actually been delivered to the Class.

2. **MBUSA'S UNDERTAKINGS**

MBUSA's Undertakings as prescribed in Paragraph 11 of the Settlement Agreement amount to mostly **non cash benefits**, aside from the **Reimbursement Program**. The non cash benefits such as the **Revised Maintenance Program**, **Coverage for Future Water Damage** and the **Dealer Technical Bulletin Work** are of questionable value to the Class.

In addition the **Reimbursement Program** has no minimum payout amount except "for one-time towing and car rental costs up to a combined maximum for towing

and rental costs of \$150.00 per Class Member". Therefore if only 100 claims are made, only \$15,000.00 will be paid to Class Members

3. **DELAY IN PAYMENT OF ATTORNEYS' FEES**

In the instant case, the Court cannot ascertain the true value of the benefit to the class until it knows exactly how much cash is paid out to Class Members. The **Reimbursement Program** is entirely on a "claims made" basis, with no guaranteed fund at all; therefore, the Court does not know the exact amount that will be paid to the Class Members. Without this information, the Court has no basis for determining what the relief is worth; without knowing the value of the settlement to Class Members, the Court cannot make an independent finding about whether or not the requested fees are fair. It would not be fair to reimburse only \$15,000.00 (or even \$500,000.00) to the class while paying \$1.5 million to counsel.

Based on anecdotal historical evidence, it is doubtful if more than 5% of those eligible will actually file a claim. This Honorable Court should wait to award attorneys' fees until such time as it has had a chance to review the claims actually made to assure it that the attorneys' fees are reasonably related to the actual benefit received by the Class. This would be in keeping several cases in other jurisdictions and with the Federal Judicial Center's "Pocket Guide" for managing class action litigation.

"*Managing Class Action Litigation: A Pocket Guide for Judges*, 2<sup>nd</sup> Ed, Barbara J. Rothstein & Thomas E. Willging. Federal Judicial Center, 2009 at 28 argues that the best way to determine appropriate attorneys' fees is to wait until after the redemption period has ended and the value of the benefits to the Class can be established by

calculating class members' **actual use**. *Id.* Federal courts have generally followed the Federal Judicial Center guidelines and endeavored to accurately value claims-made settlements when awarding attorney's fees. They do not simply use the amount made available to the class when calculating attorneys' fees, but wait for the claims to come in and calculate the fee based upon the amount actually paid out to the class members. *See e.g., In re Compact Disc Minimum Advertised Price Litig.*, 370 F. Supp. 2d 320 (D. Me. 2005) (awarding attorney's fees of 30% of value of redeemed coupons, which was 30% of claimed lodestar). *See also In re Excess Value Ins. Coverage Litig.*, 2005 U.S. Dist. LEXIS 45104 (SDNY 2006) at \*28-33 (awarding class counsel fees in the amount of 50% of vouchers redeemed, which was 35% of lodestar):

The percentage of Settlement approach cannot be reasonably employed at this point because the Settlement's actual value to the Class is unclear and cannot accurately be assessed until the rate at which Class Members redeem UPS Vouchers is known... "Particularly where the common benefits are in the form of discounts, coupons, options or declaratory or injunctive relief, estimates of the value or even the existence of a common fund may be unreliable, rendering application of any percentage-of-recovery approach inappropriate. Where there is no secondary market for coupon redemption, the judge can conclude that the stated value of the coupons ... does not provide a sufficiently firm foundation to support a fee award..."

*In re Excess Value Ins. Coverage Litig.*, 2004 U.S. Dist. LEXIS 14822 (S.D.N.Y. 2004) at \*58 (quoting Manual for Complex Litigation § 14.121). The Court proceeded to wait until the end of the redemption period to award fees. Counsel had estimated the value of the coupon voucher program at \$205 to \$265 Million and requested a fee of approximately 10% of this amount. The actual value of vouchers redeemed was only \$4.8 million, or only 2.4% of the original estimate. Based upon the actual redemption, the fees requested by class counsel was **280% greater** than the actually value of the

redeemed coupons. The court awarded counsel \$2.4 Million in fees. This Court should wait until it receives a report on actual redemption before awarding fees. Although this is not a coupon case, the principle of waiting until the benefit to the Class is ascertained is the same.

In *Yeagley v. Wells Fargo & Co.*, 2008 U.S. Dist. LEXIS 5040 (N.D. Cal. 2008), the court confronted the task of valuing a settlement for the purpose of awarding attorney's fees and stated that "Common sense dictates that a reasonable fee in a class action settlement is a fee that takes into account the actual results obtained" *Id.* at \*20-28. This court went on to award class counsel a fee of \$325,000, or 25% of the value of claimed settlement benefits plus attorney's fees, a figure that was approximately one-third of class counsel's claimed lodestar. See also Managing Class Action Litigation: A Pocket Guide for Judges.

There are many other examples of the courts rejecting coupon settlements and/or the attorneys' fees requested in those cases. For example, in In re: General Motors Corp. Pickup Truck Fuel Tank Products Liability Litigation, 55 F.3d 768 (3d Cir. 1995), cert. denied, 516 U.S. 824 (1996), the court rejected a settlement (seeking \$4 million in attorneys fees) which offered \$1,000 coupons for the purchase of a new truck. In Maffei v. Alert Cable TV of North Carolina, 342 S.E.2d 867, 872 (N.C. Sup. 1986), class certification was denied where the 29-cent relief was worth less than the cost of postage and stationery for submitting a claim.

Here, although no coupons are being issued. The concept is the same. Because this is, in effect, a claims-made settlement, the Court should await a report detailing exactly the amount of monetary benefit received by the Class. If the POF method is

chosen, it should be based on the actual relief received by the Class, not the potential. Therefore, this Honorable Court is urged to wait until it receives a report on actual payments to Class Members before awarding fees.

4. **VIOLATION OF FED. R. CIV. P. 23(h)**

In addition, Class Counsel has also violated Fed. R. Civ. P. 23 (h) (2) by not giving the class members adequate notice of their fee petition which is, in fact, a motion. The deadline for filing this Objection is April 12, 2010. However, as of such date no fee petition, or Motion for Award of Counsel Fees, has been filed. This puts Objectors in the awkward and impossible position of objecting to a Motion for Fees prior to the time that the motion is filed. Under Fed. R. Civ. P 23(h)(2), the Motion for Fees should be filed prior to the time of the objection deadline.

Rule 23(h), Fed.R.Civ.P. provides:

**(h) Attorney's Fees and Nontaxable Costs.**

In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement. The following procedures apply:

(1) A claim for an award must be made by motion under Rule 54(d)(2), subject to the provisions of this subdivision (h), at a time the court sets. Notice of the motion must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.

(2) A class member, or a party from whom payment is sought, may object to the motion.

(3) The court may hold a hearing and must find the facts and state its legal conclusions under Rule 52(a).

(4) The court may refer issues related to the amount of the award to a special master or a magistrate judge, as provided in Rule 54(d)(2)(D) (emphasis added).

Since Objectors do not have an opportunity to review the Fee Petition prior to the objection deadline, they reserve the right to file additional and supplemental objections after the Fee Petition is filed.

Rule 23 (h) (2) above expressly provides that the class member “may object to the motion.” In order to object to the “motion,” the class member must first read the motion and thereby understand the asserted factual and legal basis for the legal fees being sought in the motion. Only then can the class member make a well informed, sensible and usable objection to the actual fees being sought. In fact, until a class member actually sees the motion for fees, he does not even know the **exact amount** of the fees being sought. Therefore, it is disingenuous, unfair, unreasonable and unlawful under Rule 23 (h) (2) to require the class members to file their written objections to the attorney fees at a time when the attorney fee motion has not even been filed.

5. **CLEAR SAILING**

“Defendant agreed to pay, and will not oppose an award of attorneys’ fees in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00)” Settlement Agreement, Paragraph 22. However, this agreement should not be afforded any weight by this Court, and is clearly not binding on this Court. “[A]ny award of attorney’s fees to class counsel must be reasonable in comparison to the benefits conferred on the class through counsel’s efforts.” *Scardelletti v. DeBarr*, 43 Fed. Appx. 525, 528 (4th Cir. 2002) (citations omitted); *see also Brown v. Phillips Petroleum, Co.*, 838 F.2d 451, 453 (10<sup>th</sup> Cir. 1988). Class Counsel has not shown that the requested fee is reasonable or justified when compared to the benefits conferred on the Class through counsel’s efforts.

“Clear sailing provisions ... represent *prima facie* evidence of simultaneous negotiations of merit relief and fees, which is a practice fraught with serious ethical concerns for lawyers representing the class. Both courts and commentators have expressed apprehension that a plaintiff’s counsel may be accepting a lower settlement for the class in exchange for a generous and non-adversarial treatment of fees.” William D. Henderson, *Clear Sailing Agreements: A Special Form of Collusion in Class Action Settlements*, 77 Tul.L.Rev. 813, 815 (2003) (advocating *per se* ban on clear sailing clauses). The Fifth Circuit has stated that “A district court is not bound by the agreement of the parties as to the amount of attorneys’ fees. In fixing the amount of attorneys’ fees the court must, of course, take all [appropriate] criteria into account, including the difficulty of the case and the uncertainty of recovery. [The Court] is not, however, merely to ratify a pre-arranged compact.” *Piambino v. Bailey*, 610 F.2d 1306, 1328 (5<sup>th</sup> Cir. 1980). Therefore, the Court should disregard the “clear sailing” provision and do its own analysis of the Fee Request (once it is submitted.)

## 6. **OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

Pursuant to Paragraph 16.1 (v) of the Settlement Agreement Objector hereby objects the requirement to provide “a list of any other objections he or she has submitted to any class action settlements in any state or federal court in the United States in the past five (5) years. If he or she has not objected to any other class action settlement in any court in the United States in the past five (5) years, he or she shall affirmatively so state in the written materials provided in connection with the objection of this Settlement. If the objection is presented through an attorney, the written objection must also include: (i) the identity and the number of Class Members represented by objector’s counsel; (ii) the date

the objector's counsel assumed representation of the objector, and (iii) a list of the names of all cases, including case numbers and courts, in which the objector's counsel has filed an objection to a class action settlement in the last three years". This requirement is irrelevant and immaterial to the merits of an objection and should not be enforced. Furthermore this provision places a "chilling effect" on Class Members who have legitimate and lawful objections.

7. Objector respectfully adopts and incorporates into these Objections all other well-taken, timely filed Objections that are not inconsistent with these Objections. Objectors also reserve the right to supplement these Objections with other and fuller objections after the Fee Request is filed.

8. The Class members have a legally protectable interest in this litigation. That interest will be impacted by the proposed settlement agreement, particularly the legal fees that are proposed to be paid.

9. These Objections, presented to the Court as a matter of right, are properly and timely filed by the Objectors. All of the legally required prerequisites material to these Objections have been met.

**WHEREFORE**, Objector respectfully requests that this Court:

- A. Upon proper hearing, sustain these Objections;
- B. Continue the issue of attorneys' fees and expense reimbursement for a subsequent hearing;

C. Upon proper hearing, enter such Orders as are necessary and just to adjudicate these Objections and to alleviate the inherent unfairness, inadequacies and unreasonableness of the Settlement and the requested attorneys' fees and expenses.

Respectfully submitted,

  
SAM P. CANNATA (Ohio 0078621)  
9555 Vista Way, Suite 200  
Tel: (216) 214-0796  
Fax: (216) 587-0999  
Garfield Heights, Ohio 44125  
[samcannata@snider-cannata.com](mailto:samcannata@snider-cannata.com)

**CERTIFICATE OF SERVICE**

I certify that on April 12, 2010, I mailed the foregoing objection by ordinary U.S. Mail, postage prepaid to the following addresses and also filed the foregoing Objections:

Clerk of Court  
US District Court for the  
Central District of California  
312 N. Spring Street  
Los Angeles, California 90012

Robert L. Starr  
The Law Offices of Robert L. Starr  
23277 Ventura Boulevard  
Woodland Hills, CA 91364-1002

Stephan M. Harris  
Knapp, Petersen & Clarke  
550 North Brand Boulevard, Suite 1500  
Glendale, CA 91203-1922

Terri S. Reiskin, Esq.  
Wallace King Domike & Reiskin, PLLC  
2900 K Street, NW  
Harbourside, Suite 500  
Washington D.C. 20007-5127

*Marsikyan v. Mercedes-Benz USA, LLC* Claims Administrator  
P.O. Box 6159  
Novato, CA 94948-6159



SAM P. CANNATA (Ohio 0078621)  
9555 Vista Way, Suite 200  
Tel: (216) 214-0796  
Fax: (216) 587-0999  
Garfield Heights, Ohio 44125  
[samcannata@snider-cannata.com](mailto:samcannata@snider-cannata.com)

Mercedes-Benz USA, LLC Claims Administrator  
P.O. 1859 Novato, CA 94948-6159  
1-877-695-7485

## CLAIM FORM AND RELEASE

### PART I: CLAIMANT IDENTIFICATION



Claim #: MEM-1018972-0-01 009378

Name/Address Changes (if any):

003A009378\*527\*13811-01

Sam P Cannata  
14944 Hillbrook Dr  
Chagrin Falls, OH 44022-6804



First Name

Last Name

Address

City

State

Zip

Email address: Samcannata@cannataphillipslaw.com

(216) 587-0900  
Area Code Daytime Telephone Number

( ) \_\_\_\_\_  
Area Code Evening Telephone Number

(216) 214-0796  
Area Code Cell Phone Number

### UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

*Marsikyan v. Mercedes-Benz USA, LLC*, Case No. CV08-04876 AHM

Must be Postmarked By No Later Than September 14, 2010.

Please send this completed Claim Form and Release, together with any documents or other information to support your claim, to the Claims Administrator: *Marsikyan v. Mercedes-Benz USA, LLC* Claims Administrator, P.O. Box 6159, Novato, CA 94948-6159.

Please type or clearly print the following information:

### PART II: VEHICLE IDENTIFICATION

2002  
Model Year of Your Vehicle

Mercedes-Benz S-Class  
Make and Model of Your Vehicle

WDBNG75J62A292874  
Vehicle Identification Number (VIN)

### PART III: ELIGIBILITY

To be eligible to file a claim you must be a current or former owner or lessee in the United States (including Puerto Rico) of a model year 2001 through 2006 Mercedes-Benz S-Class (W220) or CL-Class (W215) vehicle who incurred out-of-pocket, unreimbursed expenses for repair of water damage due to a clogged reed valve in the air/water duct during the period you leased or owned that vehicle.

### PART IV: CLAIM FOR REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES DUE TO WATER DAMAGE CAUSED BY A CLOGGED REED VALVE

You must answer all of the following questions regarding the repairs made to your vehicle:

1. Date on which damage occurred or best estimate (month, day, year): 11/25/09
2. Date(s) on which repairs were made or best estimate (month, day, year): 11/27/09
3. Name and Address of Location Where Repairs Were Performed: Mercedes-Benz of Bedford  
18122 Rockside Rd., Bedford, Ohio 44146
4. How much did you pay out-of-pocket (including your deductible and other costs) for water damage repairs? (enter "0" if you did not incur out-of-pocket costs in any category)
  - a. Repair costs: \$1339.30
  - b. Towing: \$130.00
  - c. Car Rental: \$1,469.30



SERVICE HOURS  
MON. THRU FRI.  
7:30 AM to 5:30 PM

Mercedes-Benz

I ACKNOWLEDGE AND APPROVE EXTRA WARRANTY REPAIRS PERFORMED AS NEEDED.		CUST. INITIAL	THANK YOU FOR THIS OPPORTUNITY TO SERVICE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS. IF NOT, PLEASE TELL US IMMEDIATELY.				
SIGNED: X							
CUSTOMER NO.		ADVISOR	TAG NO.	INVOICE DATE		INVOICE NO.	
16236		AARON NEAL	865	11/27/09	COPIER	MBCS98855	
SAM P CANNATA 14944 HILLBROOK DRIVE HUNTING VALLEY, OH 44022		LICENSE NO.	4056	77,540	BLACK/	DELIVERY MILES	
		YEAR / MAKE / MODEL	02/MERCEDES-BENZ/S CLASS/4 DR	04/10/02	SELLING DEMO/ING.	PRODUCTION DATE	
		VEHICLE ID NO.	WDBNG75362A292874	P.O. NO.	R.O. DATE	03/26/02	
SCANNATA@SNIDER-CANNATA.COM		RESIDENCE PHONE	440-893-9953	BUSINESS PHONE	216-587-0900	COMMENTS	11/19/09
						c# 2201751A292874 F# 11396030383420	REPRINT# 1
							MO: 77545

COURTESY ALT. TRANS PROVIDED ON 24 HR BASIS. MUST BE  
RETURNED UPON COMPLETION. A \$75.00 RENTAL FEE WILL BE  
CHARGED IF NOT RETURNED PROMPTLY.  
COMPLETE

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX MBCS JOB# 3 TOTAL 0.00

RECOMMENDATIONS-----  
FOUND AIRMATIC LEAKING DOWN OVERNIGHT. DECLINED

TOTALS-----

*****	TOTAL LABOR....	550.00
*	TOTAL PARTS....	811.40
*	TOTAL SUBLET...	110.00
*	TOTAL G.O.G....	0.00
*	TOTAL MISC CHG.	0.00
*	TOTAL MISC DISC	136.14
*	TOTAL TAX.....	114.04
*****	<b>TOTAL INVOICE \$</b>	<b>1449.30</b>

CLIENT SIGNATURE



SERVICE HOURS  
MON. THRU FRI.  
7:30 AM to 5:30 PM

Mercedes-Benz

I ACKNOWLEDGE AND APPROVE EXTRA WARRANTY REPAIRS PERFORMED AS NEEDED.		CUST. INITIAL	THANK YOU FOR THIS OPPORTUNITY TO SERVICE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS. IF NOT, PLEASE TELL US IMMEDIATELY.		
SIGNED: X					
CUSTOMER NO.		ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
16236		AARON NEAL	865	11/27/09	MBCS 98855
SAM P CANNATA 14944 HILBROOK DRIVE HUNTING VALLEY, OH 44022		LICENSE NO.	4056	DELIVERED MILEAGE	77,540 BLACK/
		YEAR / MAKE / MODEL	77,540	DELIVERY DATE	04/20/02
		02/MERCEDES-BENZ/S CLASS/4 DR	77,540	SELLING DATE	03/26/02
		F.W.D. B N G 7 5 J 6 2 A 2 9 2 8 7 4	77,540	R.O. DATE	03/26/02
SCANNATA@SNIDER-CANNATA.COM		Comments	11/19/09	REPRINT # 1	
RESIDENCE PHONE 440-893-9953		BUSINESS PHONE 216-587-0900	C# 2201751A292874	MO: 77545	

JOB# 1 CHARGES

LABOR J# 1 27MBZ AUTO TRANSMISSION TECH(S):916 550.00  
CLIENT STATES VEH WILL NOT COME OUT OF PARK  
DUE TO INTERNAL FAILURE OF SHIFTER, AND DAMAGED SHIFTER  
LINKAGE.  
DIAG. AND REPLACED SHIFTER, SHIFT LINKAGE, AND RETAINER.  
ROAD TEST AFTER ALL OK

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	220-267-33-24	FLOOR SHIFT	608.40	608.40	608.40
	1	220-260-05-33	SHIFTING ROD	198.00	198.00	198.00
	1	000-994-43-60	LOCK	5.00	5.00	5.00
			TOTAL - PARTS			811.40

MISC	CODE	DESCRIPTION	CONTROL NO	
	OP	COUPON PARTS		-81.14
	QS	COUPON SERVICE		-55.00
			TOTAL - MISC	-136.14

JOB# 1 TOTALS	LABOR	550.00
	PARTS	811.40
	MISC	-136.14

JOB# 1 JOURNAL PREFIX MBCS JOB# 1 TOTAL 1225.26

JOB# 2 CHARGES	TOWING	TECH(S):916	0.00
LABOR J# 2 70MBZ05			
0			
Q			
Q			

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	
	8273			11/23/09	TOW	110.00
					TOTAL - SUBLET	110.00

JOB# 2 TOTALS	SUBLET	110.00
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JOB# 2 JOURNAL PREFIX MBCS JOB# 2 TOTAL 110.00

JOB# 3 CHARGES			
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LABOR J# 3 05MBZ01	MERCEDES BENZ LOANER	TECH(S):916	0.00
	OPTION #1- NO HASSLE \$19.95 CONVENIENCE FEE ALLOWS YOU TO DRIVE VEHICLE AND SIMPLY RETURN IT WITHOUT REFUELING. Initial here		

OPTION #2- REPLACE FUEL USED- IF YOU CHOOSE OPTION #2 AND DO  
NOT REPLACE FUEL USED, A CHARGE OF \$5.00 PER GALLON WILL BE

LN#	J#	CODE	DESCRIPTION.....	T/N	L/P/T	%/AMNT	CWI	PRICE.....	CONTROL #.....
1	1	QP	COUPON PARTS	N	P	10.00%	C	-81.14	
2	1	QS	COUPON SERVICE	N	L	10.00%	C	-55.00	

BILL TYPE	PARTS	LABOR	PARTS+LABOR	\$ITEM	TOTAL
CUSTOMER	-81.14	-55.00	0.00	0.00	-136.14
WARRANTY	0.00	0.00	0.00	0.00	0.00
INTERNAL	0.00	0.00	0.00	0.00	0.00
TOTALS	-81.14	-55.00	0.00	0.00	-136.14

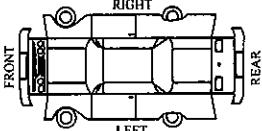
(E=ENTER) (A=ADD) (C=CHANGE) (D=DELETE) (P=PAGE)

18122 Rockside Road  
Bedford, Ohio 44146  
(440) 439-0100

#1863  
**Mercedes-Benz of Bedford**

LOANER AGREEMENT

NO. 8087

CUSTOMER NAME <i>Sam CANNATA</i>		SERVICE NO. <i>98855</i>		LICENSE NO. <i>DNL 2584</i>	
HOME ADDRESS <i>4944 Hillbrook Dr.</i>		YEAR-MODEL <i>AF 373664 10-0300-01/4</i>		COLOR	
CITY <i>Hilliard, Ohio</i>	STATE <i>OH</i>	ZIP CODE <i>44082</i>	ODOMETER IN <i>5446</i>	DATE AND TIME IN <i>11/19/09</i>	
DRIVER'S LICENSE NO. <i>KL047543</i>	STATE <i>OH</i>	EXP DATE <i>44022</i>	ODOMETER OUT <i>5446</i>	DATE AND TIME OUT <i>11/19/09</i>	
<p>If the loaner vehicle is not returned when requested to do so by a representative from Mercedes-Benz of Bedford, I agree to pay \$ <u>75.00</u> per day for every day thereafter until I present the vehicle to an authorized representative of Mercedes-Benz service department.</p> <p>The rental cost per day will be added to the client's service invoice or at the discretion of Mercedes-Benz of Bedford may be billed separately.</p> <p><b>CUSTOMER'S INITIALS X</b> <i>[Signature]</i></p>					
<p>It is the customer's responsibility to recheck the condition of the loaner vehicle for any additional damage not noted on the loaner agreement. If the customer does find damage, it MUST be noted on the agreement before the customer drives off the lot thus taking possession of the vehicle. Any damage that is not documented on agreement prior to possession will be the responsibility of the customer.</p> <p><b>VISUAL DAMAGE</b></p> <p><b>CUSTOMER'S INITIALS X</b> <i>[Signature]</i></p> 				<p>MERCEDES-BENZ OF BEDFORD is providing this car at no cost to you. However, MERCEDES-BENZ OF BEDFORD asks that you replace all fuel used.</p> <p>By initialing, customer agrees to replace all fuel used or pay \$5.00/gallon for fuel used. The fuel charge will be added to the customer's service invoice or credit card.</p> <p><b>X</b> <b>INITIALS</b> <i>[Signature]</i></p> <p><b>Fuel Charge</b></p> <p>Fuel Used _____ Gal. \$ _____</p>	
GAS OUT <i>1/4</i>		IN <i>1/4</i>			
E <i>1/2</i>		E <i>1/2</i>			
3/4 <i>F</i>		3/4 <i>F</i>			

**INSURANCE VERIFICATION - IMPORTANT - READ BEFORE SIGNING**

I hereby acknowledge that MERCEDES-BENZ OF BEDFORD is not providing any type of insurance protection or collecting any charges thereof. I understand and agree that I am responsible for all physical damage, bodily injury, property damage and fire and theft insurance coverage, and therefore I agree to indemnify MERCEDES-BENZ OF BEDFORD against and hold it harmless from all loss, cost and expense arising from, out of, or in any way related to my use of the vehicle. With respect to damage to the vehicle, all repairs or replacements shall be made at standard factory authorized prices. I represent that I have insurance coverage set forth in the box below.

I understand that it is my responsibility to either pay for repairs or get my insurance company to pay for repairs. I agree that I must pay any costs to repair the damaged vehicle that is not covered by my insurance company including my deductible and loss of use cost to the dealership while any repairs are made.

I understand that no other persons are authorized to drive this vehicle unless they have signed a separate loaner agreement.

In the case of accident or theft, I agree to make and sign as soon as possible, a detailed report to both local parties and MERCEDES-BENZ OF BEDFORD, the cause, names of persons injured and the nature and extend of any physical damage incurred.

**I HAVE READ AND UNDERSTAND  
THE TERMS OF THIS AGREEMENT**

**CUSTOMER  
SIGNATURE**

*[Signature]*

**LOANER CARS ARE NOT PERMITTED  
TO LEAVE THE CLEVELAND-AKRON  
METRO AREA UNLESS PRIOR  
PERMISSION IS GIVEN BY DEALERSHIP.**

Insurance Company: \_\_\_\_\_

Agent's Phone: \_\_\_\_\_

Name of person verifying coverage at Agency: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

Policy Number: *# 328018-4*

Comprehensive?  YES  NO \$ Coverage? \_\_\_\_\_

Collisions  YES  NO \$ Coverage? \_\_\_\_\_

Does coverage extend to dealer's loaner/rental? \_\_\_\_\_

DEALER VERIFICATION BY DATE / /

PREPARED BY

Customer has read both sides of this agreement and agree to the terms  
MAXIMUM OF 50 MILES PER DAY.

Customer authorizes MERCEDES-BENZ OF BEDFORD to process a  
claim for the vehicle in the event of an accident.

Customer may be prosecuted if vehicle is not returned when due back.

**CUSTOMER INITIAL:** *[Signature]*

CHECKED IN BY